ADMENT OF SOLICITATION/MO	DIFICATION OF CO	NTRACT		1. CONTRAC	TID CODE R	PAGE OF PAGES
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SSUED BY	N68936	7. ADMINISTERED			6)	
NAVAIRWARCENWPNS, CODE 210000D 1 ADMINSTRATION CIRCLE CHINA LAKE, CA 93555-6100 ATTN: GAYLE CLINE (760)446-3585			J 1 (# O.	uler dian kem	6) CO E)E
8. NAME AND ADDRESS OF CONTRACTOR (M	o., street, county. State an	d ZIP Code	(B)	DA ANENDA	45NT 05 00:	
SVERDRUP TECHNOLOGY, INC P.O. BOX 884 600 WILLIAM NORTHERN BLVD TULLAHOMA, TN 37388	, , , , , , , , , , , , , , , , , , ,	4 2.11 GOOG)	(6)		SEE ITEM 11)	ICITATION NO.
, , , , , , , , , , , , , , , , , , , ,			X	10A. MODIFIC	CATION OF CO	ONTRACT/ORDER NO
					N68936-00-	·D-0055
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aniended	as set forth in Item 14. Th	e hour and date specifi	ied for r	ICHATIONS	<u> </u>	
Offers must acknowledge receipt of this amendmen (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegral	t prior to the hour and date	specified in the solicita	ation or	as amended h	ov one of the fo	llouing mathed-
submitted; or (c) By separate letter or telegral ACKNOWLEDGEMENT TO BE RECEIVED AT SPECIFIED MAY RESULT IN REJECTION OF YOung be made by telegram or letter, provided each to nour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA SEE HEREIN 13. THIS ITEM APPL	OUR OFFER. If by virtue of blegram or letter makes refull (If required)	of this amendment you erence to the solicitatio	desire on and t	to change an inhis amendmen	RIOR TO THE offer already s it, and is recei	HOUR AND DATE
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	ES ONLY TO MODIFICE CONTRACT/ORDER	MILL AS DECOMINE		~		
B. THE ABOVE NUMBERED CONTRACTOR	77-7			RIHINITEM	14 ARE MADE	IN THE
B. THE ABOVE NUMBERED CONTRACT/OF office, appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS ELIMINATED AND THE CONTRACT/OF THE CONTRACT				IVE CHANGE 43.103 (b).	Such as cha	nges in paying
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D. OTHER (Specify type of modification and ac	ithority)			2011/1/4	(TILO	
IMPORTANT:Contractor is not,	(s required to sign this	document and rotus		1 conies		
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The	(- Gam=00 by 00) 380	non neadings, including	ig solicit	ation/contract	subject matter	where feasible.)
The purpose of this modification is replace the specimen DD 254 with	to add a clause to the original.	the basic contra	act, fil	l-in inform	ation in cl	auses and
apt as provided herein, all terms and conditions of the document	referenced in Item 9A or 10A, as I	heretofore changed, remains	Unchann	ed and in full force	and offer-	
A. NAME AND TITLE OF SIGNER (Type or Print)		164 NAME AND	TITLE (OF CONTRAC	TING OFFICE	'D/T
		16A. NAME AND WINNI	E S.RF	ENTA CONT	RACTINICO	:K(Type or Print)
	15C. DATE SIGNED	WINNI	E S.RE	ENTA CONT	RACTINGO	FICER
B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	D 16B. UNITED STA	TES O	ENTA CONT	RACTINGO	FR(Type or Print) FFICER 16C. DATE SIGNED

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 (1) The following clause titled "Unilateral Task Orders" will be incorporated into the contract.

UNILATERAL TASK ORDERS

Task Orders with an estimated value of less than \$100,000.00 may be placed in accordance with the following procedures:

- (a) The ordering officer shall issue a unilaterally executed Task Order representing a firm order for the total requirement.
- (b) In the event the Contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the Task Order, the Contractor shall:
 - (i) notify the Ordering Officer immediately
 - (ii) submit a proposal for the work requested in the Task Order
 - (iii) not commence performance until such time those differences between the Task Order and his proposal are resolved and a modification, if necessary, is issued.
- (2) Revise clause B-NSTD-02, AWARD FEE EVALUATION PROCEDURES, to read:

Performance Reports. Robert Campbell, Code 47A000D, shall act as the Fee Determining Official (FDO) and shall designate technical and administrative personnel to observe, examine, review, and report on the performance of the contractor under the proposed contract....

(3) Revise clause G-Txt-01, ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION, to read:

All Naval Air Warfare Center Weapons Division Contracts/Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made. E-MAIL ADDRESS should read: vosikajs@sverdrup.com and hapebl@sverdrup.com.

N68936-00-D-0055 Mod No. P00001 Page 3 of 3

(4) Revise clause 52.222-2, PAYMENT FOR OVERTIME PREMIUMS (JUL 1990), to read:

The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$100,000 over five years or the overtime premium is paid for work --

(5) Replace the Specimen DD 254 Contract Security Classification Specification, with the original DD 254 Contract Security Classification Specification, dated 8/7/00.

AMENDMENT OF SO	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE PAGE			
2. AMENDMENT/MODIFICA		·	·	111000000000000000000000000000000000000	R	1 3		
P00002	TION NO. 3. E	FFECTIVE DATE 20 Sep 2000	4. REQUISITION/PURO N0530910		5. PROJECT I	NO. (if applicable)		
6. ISSUED BY	CODE	N68936	7. ADMINISTERED BY		1 6) CODE	:		
NAVAIRWARCENWPN: 1 ADMINSTRATION CIF CHINA LAKE, CA 93555 ATTN: GAYLE CLINE	RCLE -6100				, 333.			
8. NAME AND ADDRESS OF	CONTRACTOR (No.,	street, county, State and	ZIP Code)	(B) 9A. AMEND	MENT OF SOLI	CITATION NO		
SVERDRUP TECHN P.O. BOX 884 600 WILLIAM NORTI TULLAHOMA, TN 37	HERN BLVD		·		(SEE ITEM 11)			
TOLERIOWA, THE ST	300		ļ					
				X 10A. MODIF		NTRACT/ORDER NO		
				10D DATED	N68936-00-	D-0055		
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4. DESCRIPTION OF AMEND				copies	to the issuing	OTTICE.		
1. The purpose of the control of the	nis modification	is to incorporate	the clause 5252.	237.9503 in	to this cont			
5A. NAME AND TITLE OF SIG	NER (Type or Print)		16A. NAME AND T	TLE OF CONTRA	CTING OFFICE	R (Type or Print)		
			WINNIE	S.RENTA CO	NTRACTINGO	FFICER		
5B. CONTRACTOR/OFFERO	R	15C. DATE SIGNE				16C. DATE SIGNED		
(Signature of person au	thorized to sign)		BY(Signal	ture of Contracting O	fficor)			
SN 7540-01-152-8070			(Signa	or or contracting O	muer)			

a. The purpose of this modification is to incorporate the following clause into Section H of this contract.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES

- (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."
- (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.
- (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.
- (d) This clause is applicable to the basic contract and all task orders that are active during the life of the contract after the effective date of this modification. This clause takes precedence over any conflicting language in the contract and task orders.
- (e) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all appropriate subcontracts.
- b. All other terms and conditions remain unchanged.

AMENDMENT OF S	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. C		ID CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFIC				- <u>-</u>	LIACE		R	1	2
P00003			IVE DATE Jan 2001	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. N05309102AA1L				NO. (if applic	:able)
6. ISSUED BY	CODE		N68936	7. ADMINISTERED BY		than Item	6) CODE	.	
NAVAIRWARCENWF 1 ADMINSTRATION (CHINA LAKE, CA 935 ATTN: GAYLE CLINE	CIRCLE 555-6100								
8. NAME AND ADDRESS	OF CONTRACTOR (A	lo., stree	t, county, State and	ZIP Code) (в) 9А	. AMENDI	MENT OF SOLI	CITATION N	IO.
SVERDRUP TECH P.O. BOX 884	INOLOGY, INC		•	,	·				
600 WILLIAM NOR TULLAHOMA, TN	– – . –			:	9B	. DATED (SEE ITEM 11)		
					X 10A	. MODIFIC	CATION OF CO	NTRACT/O	RDER NO.
							N68936-00-	D-0055	
CODE	FΔ	CILITY	CODE		108	i. DATED	(SEE ITEM 13) 01 Oct 2	000	
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Offers must acknowledge r (a) By completing Items 8									
offer submitted; or (c) By ACKNOWLEDGEMENT TO SPECIFIED MAY RESULT change may be made by te the opening hour and date 12. ACCOUNTING AND A	separate letter or tel O BE RECEIVED AT IN REJECTION OF legram or letter, provid specified.	legram w THE PI YOUR (ded each	hich includes a rei LACE DESIGNATE DFFER. If by virtue telegram or letter m	ference to the solicitation The receipt The of this amendment you	on and OF OF	amendmen FFERS PF	nt numbers. F RIOR TO THE e an offer alrea	AILURE OF HOUR AND	YOUR D DATE
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D. OTHER (Specify ty	pe of modification and	d authorit	y)						
E. IMPORTANT:Contrac				document and return _			s to the issuing	-	
14. DESCRIPTION OF AME	NDMENT/MODIFICA	TION (Or	ganized by UCF sed	ction headings, including	solicitat	ion/contra	ct subject matte	r where feas	sible.)
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Except as proyided herein all terms	ad conditions of the decurrent	roto	in Hora OA . 404						
xcept as provided herein, all terms ar 15A. NAME AND TITLE OF	SIGNER (Type or Prin	reierenced	in item 9A or 10A, as herel						
		n <i>)</i>		16A. NAME AND T WINNIE S.I			ACTING OFFICI ONTRACTING		
15B. CONTRACTOR/OFFE	ROR		15C. DATE SIGNE	D 16B. UNITED STAT	ES OF	AMERICA		16C. DATE	SIGNED
(Signature of perso	on authorized to sign)			BY(Signa	ture of C	ontractina C	Officer)		

a. The following clause in incorporated into Section H of this contract:

DESIGNATION OF PROPERTY ADMINISTRATOR

The following individual is designated as Property Administrator:

Elisabeth Knight, Code 210000D Naval Air Warfare Center Weapons Division 1 Administration Circle China Lake, CA 93555-6100 PH: (760) 939-2074 Fax: (760) 939-8329 E-mail address: knightel@navair.navy.mil

- b. Revise clause B-NSTD-01, Level of Effort (Cost Plus Award Fee)(Jan 1992)(NAVSUP), paragraph (e) to read: Within **ninety (90)** days after completion of the work under each task order...
- c. Revise clause N-STD-04, Materials and Supplies, paragraph (c) to read: The contractor shall not acquire any single item or system valued at \$2,500.00 or more without a written proposal to do so and a written approval of the Ordering Officer or designee.
- e. Revise Clause 5252.237-9501, Addition or Substitution of Personnel (Services) (NAVAIR) (Mar 1999), to delete paragraph (e) in it's entirety.
- f. The Government Furnished Property (GFP) listing (Attachment (1)) is hereby incorporated into the contract.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION	/MODIFICA:	TION OF COL	UTDACT	7	. CONTRAC	T ID CODE	PAGE OF	PAGES
						R	1 1	2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIV	E DATE n 2001	4. REQUISITION/PUR			5. PROJECT I	NO. (if applic	able)
6 ICCUED BY		8936	N0530910					
NAVAIRWARCENWPNS, CODE 21000 1 ADMINSTRATION CIRCLE CHINA LAKE, CA 93555-6100 ATTN: GAYLE CLINE (760)939-810	- \		7. ADMINISTERED B	* (<i>II O</i> i	ner tnan item	9 6) CODE	= 	
8. NAME AND ADDRESS OF CONTRACTOR	R (No. street c	ounty State and	7IP Code)	(B)	9A AMEND	MENT OF SOLI	CITATION N	
SVERDRUP TECHNOLOGY, INC P.O. BOX 884 600 WILLIAM NORTHERN BLVD	· · · (, vo., o., o., o., o., o.,	ounty, state and	zn code)			(SEE ITEM 11)		·
TULLAHOMA, TN 37388					00.0/1120	OCC (I CM II)		
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					10D DATED	N68936-00-	D-0055	
CODE	FACILITY CO	 DE			10B. DATED	(SEE ITEM 13) 01 Oct 2	000	
11. TH			AMENDMENTS OF	SOL	ICITATION			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT. IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Not Applicable 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 3. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: D. OTHER (Specify type of modification and authority)								y of the YOUR DATE ed, such
E. IMPORTANT:Contractor X is not,	is requi	red to sign this	document and return	1	copie	s to the issuin	g office.	
The purpose of this modification of the purpose and the purpose of this modification of the document as provided herein, all terms and conditions of the document of the docum	on is to rev	rise clause E	B-NSTD-02, Aw	ard	Fee Eval	uation Prod		ible.)
5A. NAME AND TITLE OF SIGNER (Type or			16A. NAME AND				ER (Type or	Print)
			DEBRA ZA			CONTRACTIN		
15B. CONTRACTOR/OFFEROR	15	C. DATE SIGNE	D 16B. UNITED STA	ATES	OF AMERICA	4	16C. DATE	SIGNED
(Signature of person authorized to sign)			BY		-10- /			
ISN 7540 01 152 9070			(Sigi	nature	of Contracting	Officer)		

(1) Revise clause B-NSTD-02, AWARD FEE EVALUATION PROCEDURES, to read:

Performance Reports. Bradford R. Harlow, Code 471000D, shall act as the Fee Determining Official (FDO) and shall designate technical and administrative personnel to observe, examine, review, and report on the performance of the contractor under the proposed contract....

All other terms and conditions are unchanged.

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AMENDMENT OF SOLICITATION	/MODIFIC	ATION OF CO	NTRACT			R	1	1
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NAVAIRWARCENWPNS, CODE 210000 1 ADMINSTRATION CIRCLE CHINA LAKE, CA 93555-6100 ATTN: GAYLE CLINE (760)939-8109	00		_		IGIN PED IN R			
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offer submitted; or (c) By separate letter of ACKNOWLEDGEMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, prithe opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION I	AT THE P OF YOUR O rovided each	LACE DESIGNATI OFFER. If by virtu telegram or letter r	ED FOR THE REC e of this amendmen	EIPT O	F OFFERS Plant	RIOR TO THE	E HOUR AN	D DATE
Not Applicable								
13. THIS ITEM A	APPLIES O	NLY TO MODIFIC	CATIONS OF COI	NTRAC	TS/ORDERS	,		
(X) A. THIS CHANGE ORDER IS ISSUED	THE CON	TRACT/ORDER	NO. AS DESCRIE	BED IN	ITEM 14.			
(X) A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM 1	PUHSUANT 0A.	IO: (Specify authority)	ority) THE CHANGE	S SET F	ORTH IN ITEM	114 ARE MAD	E IN THE	٠
X B. THE ABOVE NUMBERED CONTRAIN office, appropriation date, etc.) SET FOI	CT/ORDER I	S MODIFIED TO F	EFLECT THE ADM	INISTRA Y OF FA	ATIVE CHANG R 43.103 (b).	ES (such as ch	nanges in pay	ying
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTER	ED INTO PURSUA	ANT TO AUTHORIT	Y OF:				
D. OTHER (Specify type of modification	and authorit	y) .						
E. IMPORTANT:Contractor X is not,	is req	uired to sign this	document and ret	turn	copie:	to the issuir	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIF	ICATION (O	ganized by UCF se	ection headings, incl	uding so				sible)
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Except as provided herein, all terms and conditions of the docu-	ment referenced	in Item 9A or 10A, as her	elolore changed remains	mehannad	and in full forms and	-M		
15A. NAME AND TITLE OF SIGNER (Type or			16A. NAME A	AND TIT	LE OF CONTR			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGN		PINTE	·			E SIGNED
(Signature of person authorized to sign)		BY /W	(Signatur	- CLUMPI	CHICAT	- 110 h	Q101
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N68936-00-D-0055 Mod No. P00005 Page 2 of 2

The purpose of this modification is to authorize payment of Award Fee for the 1st Quarter Evaluation Period from 01 Oct 2000 through 31 Dec 2000.

a. Accounting and Appropriation Data:

The funding applied to the contract is for the purpose of paying Award Fee for QTR 1. (Excluding Award Fee for Task Order 0032, 0506, 0517 and 0524) wherein payment will be made on the individual task orders.

AA 97X4930.NH2C 000 77777 0 068936 2F 000000 00 9102AA1L 00

JON: R7D00MCAWD01 Funds Type: NWCF

WORK Completion Date: 9/30/01

Requisition Number: N60530-9102-AA1L

FROM: \$0.00 BY: \$232,044.51 TO: \$232,044.51

Total funding

- b. A voucher in the Amount of \$232,044.51 may be processed for the payment of Qtr 1 Award Fee.
- c. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereforto changed, remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1. CONTRACT ID CODE PAGE				
2. AMENDMENT/MODIFICATION NO.			4. REQUISITION/PURC	HASE		R 5. PROJECT N	10 ///-	<u>a</u>	
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S. ISSUED BY	ODE	N68936	7. ADMINISTERED BY		er than Item	6) CODE		· · · · · · · · · · · · · · · · · · ·	
NAVAIRWARCENWPNS, CODE 21 1 ADMINSTRATION CIRCLE CHINA LAKE, CA 93555-6100 ATTN: GAYLE CLINE (760)939-8	•								
NAME AND ADDRESS OF CONTRAC	CTOR (No., stre	et, county, State and a	ZIP Code)	(B) S	A. AMENDA	MENT OF SOLIC	CITATION N	 10.	
SVERDRUP TECHNOLOGY, II	vc '	00101	A I A I						
P.O. BOX 884 600 WILLIAM NORTHERN BLV TULLAHOMA, TN 37388	/ D	ORIGI	NAL	9	B. DATED (SEE ITEM 11)			
· · · · · · · · · · · · · · · · · · ·		IF STAMPED IN	IKEDINK	10	DA. MODIFIC	CATION OF COI	NTRACT/OI	RDER NO	
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ODE	FACILITY	CODE			. DA (CD)	01 Oct 20	000		
			AMENDMENTS OF						
The above numbered solicitation is		t forth in Item 14. The	hour and date specifie	d for n	eceipt of Offi	ers			
is extended, is not fers must acknowledge receipt of this a	extended. Imendment prior	r to the hour and date	specified in the solicitat	ion or	as amended	l by one of the f	ollowina me	thods:	
CKNOWLEDGEMENT TO BE RECEIPECIFIED MAY RESULT IN REJECTION ange may be made by telegram or letter opening hour and date specified.	ON OF YOUR or, provided eacl	OFFER. If by virtue the telegram or letter ma	of this amendment voi	u desi	re to change	e an offer airea	dv submitte	d. such	
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			ATIONS OF CONTRA						
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B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SET	TRACT/ORDER FORTH IN ITE	IS MODIFIED TO RE M 14, PURSUANT TO	FLECT THE ADMINIST THE AUTHORITY OF	RATI\	/E CHANGE 3.103 (b).	S (such as char	nges in payi	ing	
C. THIS SUPPLEMENTAL AGREE	MENT IS ENTE	RED INTO PURSUAN	T TO AUTHORITY OF:						
D. OTHER (Specify type of modifice	tion and author	ity)				· · · · · · · · · · · · · · · · · · ·	,		
IMPORTANT:Contractor X is n	ot, is re	quired to sign this d	ocument and return _		copies	to the issuing	office.		
DESCRIPTION OF AMENDMENT/MO	DIFICATION (C	Organized by UCF sec	tion headings, including	solicit	ation/contrac	ct subject matter	where feas	ible.)	
					*		٠		
					•				
THE PURPOSE OF THIS MODIFIC AUTHORIZED CHANGES ONLY B	ATION IS TO Y THE CONTR	REVISE CLAUSES PACTING OFFICER	G-TXT-09, CONTRA	ACT A	DMINISTR	ATION, AND	5252.243-	9504,	
		•						-	
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and an area of the later and t									
ept as provided herein, all terms and conditions of the A. NAME AND TITLE OF SIGNER <i>(Typ</i>		g in item 9A or 10A, as hereto					·n ~=	51.0	
THE OF SIGNER (TYP	o or ciril)		16A. NAME AND T DEBRA A. Z			CTING OFFICE CONTRACTIN		-	
B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	Dona	res o		*	16C. DATE		
(Signature of person authorized to	sign)		BY Signal	ature of	Contracting C	Officer)	25 kg	WLCO	
N 7540-01-152-8070 IEVIOUS EDITION			30-105	1		NDARD FORM	1 30 (REV.	10-83)	
NUSABLE			•			ribed by GSA 48 CFR) 53.243	-		

N68936-00-D-0055 Mod No. P00006 Page 2 of 2

(1) Revise clause G-TXT-09, CONTRACT ADMINISTRATION, to read:

All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him. Martha E. Aldridge. E-mail aldridgeme@navair.navy.mil

(2) Revise clause 5252.243-9504 Authorized Changes only by the Contracting Officer (NAVAIR) (JAN 1992) to read,

The address and telephone number of the Contracting Officer is:

Martha E. Aldridge
Code 210000D
1 Administration Circle
China Lake, Ca 93555-6100
aldridgeme@navair.navy.mil

All other terms and conditions are unchanged.

AMENDMENT OF COLUMN	TIONIC	ODIFICATION OF C	NITO 4 AT		1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA		JUITICATION OF CO		i	R	1 3
2. AMENDMENT/MODIFICATION NO. P00007	3.	EFFECTIVE DATE 1/3//0/	4. REQUISITION/PUR SEE HE			NO. (if applicable)
6. ISSUED BY	CODE	N68936	7. ADMINISTERED BY	Y (if c	other than Item 6) COD	E
NAVAIRWARCENWPNS, CODE 1 ADMINSTRATION CIRCLE CHINA LAKE, CA 93555-6100 ATTN: GAYLE CLINE (760)939	•		0	3	PED IN AED INK	
8. NAME AND ADDRESS OF CONTR	ACTOR (A	lo., street, county, State an	nd ZIP Code)	(B)	9A. AMENDMENT OF SOLI	CITATION NO.
SVERDRUP TECHNOLOGY, P.O. BOX 884 600 WILLIAM NORTHERN BI TULLAHOMA, TN 37388	INC		,		98. DATED (SEE ITEM 11)	
,				x	10A. MODIFICATION OF CO	ONTRACT/ORDER NO.
					N68936-00-	
CODE	FA	CILITY CODE		1	10B. DATED (SEE ITEM 13) 01 Oct 2	
		TEM ONLY APPLIES T	O AMENDMENTS OF	SO		.000
The above numbered solicitation	is amende	ed as set forth in Item 14.	The hour and date specifi	ed fo	r receipt of Offers	
is extended, is n	ot extende	d.			·	
Offers must acknowledge receipt of this	amendm	ent prior to the hour and da	te specified in the solicite	ation	or as amended, by one of the	following methods:
(X) A. THIS CHANGE ORDER IS ISSECUTED CONTRACT ORDER NO. IN IX B. THE ABOVE NUMBERED CO Office, appropriation date, etc.) SI C. THIS SUPPLEMENTAL AGRE	TION DAT FEM APP DIFIES THE BUED PUF TEM 10A. NTRACTA ET FORTH	led each telegram or letter A (If required) LIES ONLY TO MODIF HE CONTRACT/ORDER ISUANT TO: (Specify autit DRDER IS MODIFIED TO I IN ITEM 14, PURSUANT SENTERED INTO PURSU	ICATIONS OF CONTER NO. AS DESCRIBED CONTER NO. THE CHANGES SERIFIED THE ADMINISTO THE AUTHORITY OF	RACTO IN I	TIVE CHANGES (such as a little changes)	d is received prior to
D. OTHER (Specify type of modifi	ication and	l authority)				
E. IMPORTANT:Contractor X is	not,	is required to sign this	s document and return		copies to the issuing	office.
14. DESCRIPTION OF AMENDMENT/N	10DIFICA	TION (Organized by UCF s	section headings, includin	g sol		
SEE PAGE TV	O FOR (DESCRIPTION OF AME	NDMENT/MODIFICAT	rion	1	
except as provided herein, all terms and conditions of						·
15A. NAME AND TITLE OF SIGNER <i>(1</i>	ype or Pril	н	16A. NAME AND MARTHA E		E OF CONTRACTING OFFIC DRIDGE, CONTRACTI	ER (Type or Print) NG OFFICER
15B. CONTRACTOR/OFFEROR		15C. DATE SIGN	NED 16B. UNITED ST	TES	OF AMERICA	16C. DATE SIGNED
(Signature of person authorized	to sign)		BY(Sig	- natun	e of Contracting Officer	7.31.01

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30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is correct P00005 page two Accounting and Appropriation Data, correct P00006 clause 5252.243-9504, and replace the original DD 254 Contract Security Classification Specification as shown herein.

a. The following Accounting and Appropriation Data is hereby **CORRECTED**:

From:

AA 97X4930.NH2C 000 77777 0 068936 2F 000000 00 9102AA1L 00

JON: R7D00MCAWD01 Funds Type: NWCF

WCF WORK Completion Date: 9/30/01

Requisition Number: N60530-9102-AA1L

FROM: \$0.00 BY: \$232,044.51

TO: \$232,044.51

TO

AB 97X4930.NH2C 000 77777 0 068936 2F 000000 001206AA1L00

JON: R7D00MCAWD01 Funds Type: NWCF WORK Completion Date: 9/30/01

Requisition Number: N60530-1206-AA1L

FROM: \$0.00 BY: \$232,044.51 TO: \$232,044.51

Total funding \$232,044.51

 Correct P00006 page two clause 5353-243-9504, Authorized Changes only by the Contracting Officer (NAVAIR) (JAN 1992):

The address and telephone number of the Contracting Officer is:

Martha E. Aldridge Code 210000D 1 Administration Circle China Lake, Ca 93555-6100 aldridgeme@navair.navy.mil

To Read:

Martha E. Aldridge Code 210000D 1 Administration Circle China Lake, Ca 93555-6100 (760) 939-2799 aldridgeme@navair.navy.mil

- c. Replace the original DD 254 Contract Security Classification Specification dated 8/7/00 with revision 1 DD 254 Contract Security Classification Specification dated 06/11/01.
- d. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereforto changed, remain unchanged and in full force and effect.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

(ne requirements of the DOD indus		10F SEON			1			
to all security aspects		b. LEVEL OF SAFEGUA	ADING REQUIRED					
Ref # CL99-014 Stub # 60!		SECRET						
2. THIS SPECIFICATION IS FOR: (X and complete as applica		3. ,THK	S SPECIFICATION IS:					
a. PRIME CONTRACT NUMBER N68936-00-D-0055	05/08/31	B	a. ORIGINAL (Complete date	e in all cases.)	00/08/07			
b. SUBCONTRACT NUMBER				128	b. REVISED (Supersedes all previous specs.)	Revision No. 1	01/06/11	
© SOLICITATION OR OTHER NI MIRER N68936-99-R-0158	Down Date (YYA&400)		_	c. FINAL (Complete Item 5		Date (YYAMADO)	
	YES		TNO Nives comple	te the folio	wina			
4. IS THIS A FOLLOW-ON CONTRACT? Classified material received or generated under N88336-85-D0296 No. It yes, complete the following: (Preceding Contract Number) is transferred to this follow-on contract.								
5. IS THIS A FINAL DD FORM 254?								
In response to contractor's request dated	,rete	ntion of	the identified classified	d material	s authorized for the period of			
6. CONTRACTOR (include Commercial and Government	Entity (CAGE	Code)					
a. NAME, ADDRESS, AND ZIP CODE		b.	CAGE CODE 0	COGNIZ	ANT SECURITY OFFICE (Name	ne, Address, and Zip Cod	(e)	
SVERDRUP TECHNOLOGY INC.		Ì	07486		ISE SECURITY SERVIC COAST OPLOC	CE		
P.O. BOX 884 TULLAHOMA, TN 37388-0884					AKE PARK DRIVE ST	E 250		
		1		SMYR	IA, GA 30080-7606			
								
7. SUBCONTRACTOR								
a. NAME, ADDRESS, AND ZIP CODE		h.	CAGE CODE	COGNIZ	ANT SECURITY OFFICE (Name	me, Address, and Zip Coo	ie)	
		1	1					
			Į.	-				
			Ī					
8. ACTUAL PERFORMANCE							·	
a. LOCATION		b.	. CAGE CODE	c. COGNI	ZANT SECURITY OFFICE (N	arne, Address, and Zip Co	ode)	
SEE BLOCK 13			.					
	-						•	
:								
9. GENERAL IDENTIFICATION OF THIS PROCUREME								
PROVIDE ENGINEERING SUPPORT SERVICES	FOR	NAV	AL AIR SYSTE	MS CO	MMAND/ NAVAL All	R WARFARE CE	NTER	
SITES.								
40 THE CONTRACTIVILL PROLUPE ACCESS TO	YES	NO	I IN DEDECT	DMING '	THIS CONTRACT, THE	CONTRACTOR	VILL: YES	INO
10. THIS CONTRACT WILL REQUIRE ACCESS TO:	-		A HAVE ACCESS TO	CLASSIFIED	INFORMATION ONLY AT ANOTHER O			-
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		믐	FACILITY OR A GO	VERNMENT.	ACTIVITY.		- - - - - - - - - - 	100
b. RESTRICTED DATA	125	H			OCUMENTS ONLY TE CLASSIFIED MATERIAL			
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION d. FORMERLY RESTRICTED DATA	123	占	·		R STORE CLASSIFIED HARD	WARE	- B	占
e. INTELLIGENCE INFORMATION:			e, PERFORM SE				15	
(1) Sensitive Compartmented Information (SCI)	0			U.S. CLASSI	TIED INFORMATION OUTSIDE THE U	S. PUEATO RICO,	158	
(2) Non-SCI	193		a DE AUTHORIZED T	O USE THE	SERVICES OF DEFENSE TECHNICAL	INFORMATION	D20	
1. SPECIAL ACCESS INFORMATION	120		h. REQUIRE A CO	OTHER SE	CONDARY DISTRIBUTION CENTER		- B	旨
g. NATO INFORMATION		 	L HAVE TEMPES				18	怙
h. FOREIGN GOVERNMENT INFORMATION	132		I HAVE OPERAT	IONS SEC	URITY (OPSEC) REQUIREME	NTS	120	百
I. LIMITED DISSEMINATION INFORMATION			k. BE AUTHÓRIZ	ED TO US	E DEFENSE COURIER SERV	ICE		
L FOR OFFICIAL USE ONLY INFORMATION	120		L OTHER (Specif	y)				
k. OTHER (Specify)	22						l	•
PD PEO 00	<u>L</u>	<u> </u>	<u> </u>					<u></u>
DD FORM 254, DEC 90	LIGNO	us eat	tions are obsolete)			805/	340

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as approved by the International Security Manual or						
Direct Through (specify):						
COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741100D), CHINA LAKE, CA 93555						
to the Directorate for Freedom of information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review. *In the case of non-DOD User Agencies, request for disclosure shall be submitted to that agency.						
13. SECURITY GUIDANCE. The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing						
factor indicates a need for changes in the guidance, the contractor is authorized encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any indicates a need for changes in the guidance to the official identified below. Pending final decision, information or material furnished or generated under the this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the						
TO QUALIFY FOR THIS CONTRACT, ALL FIRMS MUST BE ABLE TO OBTAIN AND MAINTAIN A FACILITY CLEARANCE PER DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL. RESPONSIBLE BIDDER MUST HAVE OR BE ABLE TO QUALIFY FOR A TOP SECRET FACILITY CLEARANCE .THIS POLICY INCLUDES FOCI (FOREIGN OWNERSHIP, CONTROL OR INFLUENCE) FIRMS.						
CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.						
ACTUAL PERFORMANCE WILL BE AT THE CONTRACTOR'S FACILITY (SVERDRUP TECHNLOGY INC. CAGE CODE 03QT6, RIDGECREST, CA, CAGE CODE 0666ZN8, CAMARILLO, CA AND CAGE CODE 1E3V2, CALIFORNIA, MD) AND AT OTHER SVERDRUP TECHNOLOGY INC. FACILITIES, AT NAVAL AIR SYSTEMS COMMAND/NAVAL AIR WARFARE CENTER SITES; AND DOD AGENCIES AND THEIR CONTRACTORS.						
ACCESS TO TOP SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND WILL BE AT NAVAL AIR SYSTEMS COMMAND/NAVAL AIR WARFARE CENTER SITES ONLY.						
(ITEM 13 CONTINUED ON SUPPLEMENTAL PAGE(s))						
14.ADDITIONAL SECURITY REQUIREMENTS. Requirements in addition to ISM requirements, are established for this contract. (If Yes, Identify pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of tech requirements to the						
cognizant security affice. Use Item 13 if additional space is needed).						
ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.						
15.Inspections. Bemants of the contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identity specific areas or elements coved out and the activity responsible for inspections. Use item 13 if additional space is needed). SPECIFIC ELEMENTS HAVE BEEN ADDED TO ITEM 13.						
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official number below.						
a. TYPED NAME OF CERTIFYING OFFICIAL JUDITH K. SMITH CONTRACTING OFFICER FOR SECURITY MATTERS C. TELEPHONE (Include Area Code) (805) 989-7859						
d. ADDRESS (Include Zip Code) COMMANDER CODE 741100E NAVAIRWARCENWPNDIV 521 9TH STREET POINT MUGU, CA 93042-5000 17. REQUIRED DISTRIBUTION a. CONTRACTOR b. SUBCONTRACTOR c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY e. ADMINISTRATIVE CONTRACTING OFFICER f. OTHERS AS NECESSARY						
* SIGNATURE 741100E/210000D(47AE00D, 47400E/SSO						
DD FORM 254/Reverse, DEC 90						

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION. THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY.

ACCESS TO CRITICAL NUCLEAR WEAPONS DESIGN INFORMATION (CNWDI) IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE SECRET OR TOP SECRET LEVEL, NEED-TO-KNOW, AND A SPECIAL BRIEFING. ACCESS TO AND SAFEGUARDING OF CNWDI INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 9, SECTION 2. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO RESTRICTED DATA AND/OR FORMERLY RESTRICTED DATA IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 9, SECTION 1. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO NATO INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ACCESS TO AND SAFEGUARDING OF NATO INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) CHAPTER 10, SECTION 7. ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SPECIAL BRIEFING. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 1/7, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. PROCEDURES WILL BE IN ACCORDANCE WITH THE NISPOM, DOD 5220.22-M; USER AGENCY SECURITY GUIDANCE, AND INDIVIDUAL TASK ORDER REQUIREMENTS.

ACCESS TO CLASSIFIED INFORMATION OUTSIDE THE U.S. CONTINUED:

THE CONTRACTOR AND ITS SUB-CONTRACTORS, IF PERFORMING OR TRAVELING OUTSIDE THE UNITED STATES UNDER THIS CONTRACT SHALL COMPLY WITH THE REQUIREMENTS OF DFARS CLAUSE 252.225-7043 - ANTITERRORISMFORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998) SECURITY REQUIREMENTS, ATTACHMENT #3.

ALL CLASSIFIED MATERIAL RECEIVED OR GENERATED UNDER SPECIFIC TASK ORDERS MAY BE RETAINED BY CONTRACTOR UNTIL COMPLETION OF CONTRACT UNLESS OTHERWISE SPECIFIED BY THE USER. UPON COMPLETION OF THIS CONTRACT, REQUEST FOR RETENTION/TRANSFER/DISPOSITION OF CLASSIFIED MATERIAL MUST BE SUBMITTED TO OFFICIAL IN BLOCK 16.A.

ADEQUATE STORAGE WILL BE PROVIDED FOR CLASSIFIED HARDWARE WHICH IS OF SUCH SIZE OR QUANTITY IT CANNOT BE SAFEGUARDED, IN A REGULAR SIZE APPROVED STORAGE CONTAINER.

SECURITY CLASSIFICATION GUIDES:
OPNAVINST C5513.2B (71) CRUISE MISSILE; OPNAVINST S5513.3B, ENCLOSURE (11), "AEGIS, MK7" WHICH IS
FORWARDED BY AEGIS PROGRAM MANAGER LETTER OF 3 MAY 1996, SERIAL 400B/129; S5513.3B (25) EXPLOSIVES;
S5513.3B-28.1 FUZES; OPNAVINST S5513.3B (69) TARGETS, AIR & SHIP VULNERABILITY & ORDNANCE SYSTEMS
ANALYSIS; S5513.4C, ENCLOSURE (4) NAVAL INTELLIGENCE, GENERAL;

ADDITIONAL SECURITY CLASSIFICATION GUIDES:

OPNAVINST S5513.8B, ENCLOSURE (3), "ECM/ECCM, GENERAL; S5513.8B, ENCLOSURE (18), "RADAR, GENERAL". S5513.8C (54) ELECTRO-MAGNETIC ENVIRONMENTAL EFFECTS; THE SECURITY CLASSIFICATION GUIDES AND ANY ADDITIONAL CLASSIFICATION GUIDES WILL BE PROVIDED BY THE USER AGENCY TECHNICAL POINT OF CONTACT PER DELIVERY ORDER.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CA OR NAVAL AIR WEAPONS STATION CHINA LAKE, CA POINT OF CONTACT.

PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.

TEMPEST SECURITY REQUIREMENTS ARE IIMPOSED IF THIS CONTRACT REQUIRES THE CONTRACTOR TO ELECTRICALLY, ELECTRONICALLY, OR ELECTROMECHANICALLY PROCESS CLASSIFIED DATA AT THE SECRET - SPECIAL CATEGORY OR HIGHER LEVEL. UPON AWARD OF CONTRACT, THE ATTACHED CONTRACTOR TEMPEST QUESTIONNAIRE, ATTACHMENT #4 MUST BE COMPLETED BY THE CONTRACTOR AS PART OF THEIR CONTRACTUAL REQUIREMENTS. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #5. "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE INVESTIGATIVE SERVICE (DIS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #6.

SPECIAL ACCESS POLICY APPLIES TO THIS PROCUREMENT. ACCESS TO OR KNOWLEDGE OF THAT PORTION OF THE WORK WILL BE RESTRICTED TO THOSE INDIVIDUALS WHO HAVE A NEED-TO-KNOW, A U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL AND A SPECIAL BRIEFING. ONLY THAT INFORMATION SPECIFICALLY REQUIRED FOR THEIR DUTIES MAY BE REVEALED TO THEM. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING. DEFENSE SECURITY SERVICE IS RELIEVED OF INSPECTION RESPONSIBILITY FOR THE SPECIAL ACCESS PROGRAM(S) RELEASED TO OR DEVELOPED UNDER THIS CONTRACT.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL WILL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) AND DOD 5220.22-S, NISPOM, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES...

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NTISSI 4000, AND NACSI 4009.

ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, U.S. CITIZENSHIP, NEED-TO-KNOW, AND A SPECIAL BRIEFING. NON-U.S. CITIZENS, INCLUDING IMMIGRANT ALIENS, ARE NOT ELIGIBLE FOR ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN.

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.

REVISION #1 TO DD254 IS ISSUED TO ADD FURTHER PERFORMANCE INFORMATION AND LOCATION BY THE CONTRACTOR; CHANGE 10.D. FORMERLY RESTRICTED DATA FROM NO TO YES; DELETE SECURITY CLAUSE, SECOND PARAGRAPH STARTING WITH CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED, ETC.
THERE NO OTHER CHANGES.

SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS:

- 1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
- Cleared DoD contractors shall not release intelligence to any
 of their components or employees not directly engaged in
 providing services under contract or other binding agreement
 or to another contractor (including subcontractors) without
 the consent of the releasing command.
- 3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
- 4. See Attachment #, DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT # 1. TO DD-254

DCID 1/7

Security Controls on the Dissemination of Intelligence Information

(Effective 30 June 1998)

Introduction

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (Directive or DCID). Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

1.0 Policy

- 1.1 It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles:
 - 1.1.1 Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need to know customers.
 - 1.1.2 The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

2.0 Purpose

- 2.1 This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.
- 2.2 Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government. pursuant to <u>DCID 5/6</u>, <u>Intelligence Disclosure Policy</u>.
- 2.3 Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

3.0 Definitions

- 3.1 "Caveated" information is information subject to one of the authorized control markings under Section 9.
- 3.2 Intelligence Community (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in section 3 of the National Security Act of 1947, as amended,, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.3 Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:
 - 3.3.1 Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333:
 - 3.3.2 Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,
 - 3.3.3 Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).
- 3.4 "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.
- 3.5 Senior Official of the Intelligence Community (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC, 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.6 A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized

sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need to know" principle and foreign disclosure guidelines, of the information below the tear line.

4.0 General Applicability

- 4.1 In support of the Policy Statement in Section 1.0, classifiers of intelligence information shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need to know", classifiers shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.
- 4.2 In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.
- 4.3 All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under EO 12958.
- 4.4 The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

5.0 Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government

- 5.1 Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:
 - 5.1.1 Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section 6, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.
 - 5.1.2 As provided in 5.1.1, classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.
 - 5.1.3 Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

6.0 Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants

- 6.1.1 SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated "need to know" without referral to the originating agency prior to release provided that:
 - 6.1.1.1 At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information changes to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;
 - 6.1.1.2 Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;
 - 6.1.1.3 The contractor has an approved safeguarding capability if retention of the intelligence is required;
 - 6.1.1.4 Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such

disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

6.1.1.5 Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency,

- 6.1.1.6 National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in sections 6.1.1.7 and 9.3, below;
- 6.1.1.7 Except as provided in section 6.3 below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "Dissemination and Extraction of Information Controlled By Originator" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections 9.2 and 9.3, below, and
- 6.1.1.8 Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with sections 7 and 8, and DCID 5/6, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.
- 6.2 Policies and Procedures for Contractors Inside Government Owned or Controlled Facilities
 - 6.2.1 Contractors who perform duties inside a Government owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section 6.1 of this directive
- 6.3 Policies and Procedures for Contractors Outside Government Owned or Controlled Facilities
 - 6.3.1 Contractors who perform duties outside of Government owned or controlled facilities will adhere to the following additional policies and procedures:
 - 6.3.1.1 The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels, (See Sections 9.2 and 9.3);
 - 6.3.1.2 The sponsoring agency shall maintain a record of material released;
 - 6.3.1.3 Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the <u>National Industrial Security Program Operating Manual</u>. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
 - 6.3.1.4 All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
 - 6.3.1.5 Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 1/19, Security Policy for Sensitive Compartmented Information (SCI), and,
 - 6.3.1.6 Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the

phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

7.0 Release to Foreign Governments, International Organizations, and Coalition Partners

- 7.1 It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this <u>Directive</u>. <u>DCID 5/6</u>, <u>Intelligence Disclosure Policy</u>, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.
 - 7.1.1 Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.
 - 7.2 Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:
 - 7.2.1 A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 5/6;
 - 7.2.2 No reference is made to the originating agency or to the source of the documents on which the released product is based; and,
 - 7.2.3 The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.
 - 7.3 RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

8.0 Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

- 8.1 It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this Section.
- 8.2 Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 5/6, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 8.3 Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section 7.0, above.

9.0 Authorized Control Markings

- 9.1 DCI policy is that the authorized control markings for intelligence information in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.
 - 9.1.1 To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking. To fulfill the requirements of paragraph 9.6.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.

9.2 "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON)

- 9.2.1 This marking(ORCON or abbreviated OC) may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effective--ness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.
- 9.2.2 Information bearing this marking may be disseminated within the headquarters ² and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified

- subordinate elements or to agencies other than the original recipients requires advance permission from the originator.
- 9.2.3 Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.
- 9.2.4 As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 1/7 Supplement, "Guidelines for Use of ORCON Caveat."
- 9.3 "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value ³. This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR."
- 9.4 "NOT RELEASABLE TO FOREIGN NATIONALS" NOFORN (NF). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 5/6, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.
- 9.5 "AUTHORIZED FOR RELEASE TO.. (name of country(ies)/international organization)" (REL TO). This control marking is used when a limited exception to the marking requirements in Section 9.4 may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.
- 9.6 Further Dissemination of Intelligence with Authorized Control Marking(s)
 - 9.6.1 This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.
 - 9.6.2 Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).
 - 9.6.3 If there are any questions about whom to contact for guidance, recipients are also encouraged

to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

9.7 A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the central register maintained pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

10.0 Dissemination and Disclosure Under Emergency Conditions

- 10.1 Certain emergency situations ⁴ that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 5/6, and NDP 1 to the maximum extent practical and consistent with the mission.
 - 10.1.2 Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemi-nation to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.
 - 10.1.3 The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.
 - 10.1.4 Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.
 - 10.1.5 The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

11.0 Procedures Governing Use of Authorized Control Markings

- 11.1 Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).
- 11.2 The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

12.0 Obsolete Restrictions and Control Markings

- 12.1 The following control markings are obsolete and will not be used in accordance with the following guidelines:
 - 12.1.1 WNINTEL and NOCONTRACT. The control markings, Warning Notice Intelligence Sources or Methods Involved (WNINTEL), and NOT RELEASABLE TO CONTRACTORS/CONSULTANTS (abbreviated NOCONTRACT or NC) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked WNINTEL. Holders of documents prior to 12 April 1995 bearing the NOCONTRACT marking should apply the policies and procedures contained in Section 6.1 for possible release of such documents.
 - 12.1.2 Remarking of material bearing the WNINTEL, or NOCONTRACT, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.
 - 12.1.3 Other obsolete markings include: WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED, WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED, WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED, WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED, CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY, INTEL COMPONENTS ONLY, LIMITED, CONTINUED CONTROL, NO DISSEM ABROAD, BACKGROUND USE ONLY, USIB ONLY, NFIB ONLY.
- 12.2 Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

13.0 Reporting Unauthorized Disclosures

13.1 Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the intelligence of another shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.'

14.0 Responsibilities of SOICs

- 14.1 SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of EO 12958.
- 14.2 SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

15.0 Annual Report on the Use of Control Markings

- 15.1 The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section 10 was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.
- 15.2 The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

16.0 Interpretation

16.1 Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.									
Signed by George D. Tenet	30 June 1998								
Director of Central Intelligence	Date								

Footnotes:

- 1 This Directive supersedes DCID 1/7, dated 12 April 1995
- 2 Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.
- 3 This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN or PR to other than federal government employees.
- 4 For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:
 - a. declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
 - b. hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
 - c. US persons or facilities being immediately threatened by hostile forces;
 - d. US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
 - e. US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.

Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

UNCLASSIFIED//FOR OFFICIAL USE ONLY

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is

a U.S. entity:

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are

in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and

subcontractor personnel who are third country nationals comply with any security related

requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection

awareness information commensurate with that which the Department of Defense (DoD)

provides to its military and civillan personnel and their families, to the extent such information

can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for

Contractor and subcontractor personnel.

- (b) The requirements of this clause do not apply to any subcontractor that is-
 - (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

the following office: Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN

228-9113 or commercial (202) 433-9113.

(End of clause)

CONTRACTOR TEMPEST QUESTIONNAIRE

- 1. The following TEMPEST questionnaire must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority within 30 days after contract has been awarded to CONTRACTORS who will be processing National Security Information at the SECRET SPECIAL CATEGORY or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment or shielding for use on this contract. DO NOT procure TEMPEST equipment unless specifically directed by the contracting authority.
- a. Please answer the following questions promptly and return the information to the contracting authority and to the Certified TEMPEST Technical Authority listed below:

Department of the Navy Code 723AF SPAWARSYSCEN P. O. Box 190022 North Charleston, SC 29419-9022

- 1. What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?
- 2. What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?
- 3. What is the approximate percentage of processing time for Top Secret and Special Category information compared to the total processing time?
- 4. Provide the specific location, address and zip code, where the classified processing will be performed.
- 5. Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt., etc.).
- 6. Provide the name, address, position title and phone number at the facility where classified processing will occur, a point of contact who is knowledgeable of the processing requirement, the types of equipment to be used and the physical layout of the facility.
- 7. Perishability of Information Processed Identify if the information being processed is of long term value (e.g. strategic) or short term value (e.g. tactical).
- 8. Physical Control Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc.); badging; control over access to facility; alarms; procedures to monitor/control uncleared or unauthorized personnel including maintenance force, vending personnel, and telephone/power maintainers/installers. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system under review.
- 9. TEMPEST Profile of Equipment Provide generic or actual TEMPEST profile information for each equipment/system used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning tests.

- b. Is this company foreign owned or controlled? If so what is the country?
- c. Provide contract number and identify sponsoring command.

2. Additional information:

- a. Prime contractors cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TEMPEST Questionnaire prior to processing.
- b. Interim processing for Top Secret Non Special Category and below is allowed once the contractor's TEMPEST Countermeasure Review is received.
- c. TEMPEST Countermeasure Reviews for awarded contracts should be mailed return receipt requested to:

Department of the Navy Code 723AF SPAWARSYSCEN P. O. Box 190022 North Charleston, SC 29419-9022

- d. Provide the local TEMPEST Control Officer with copy of countermeasure results.
- e. For questions concerning the completion of this form contract Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.

OPERATIONS SECURITY GUIDANCE, FOR CONTRACTORS

AUGUST 1993

PREPARED BY:
OPERATIONS SECURITY OFFICE
SAFETY AND SECURITY DEPARTMENT
NAVAL AIR WEAPONS STATION
CIIINA LAKE, CALIFORNIA 93555-6001
and

Point Mugu, California 93042-5000

ATTACHMENT 5 TO DD FORM 254 OF 14 TVN 2001

OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

DEFINITION

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Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling, and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

- 1. Protecting friendly operations
- Degrading an adversary's war tighting capabilities through denial or control of information essential for planning and decision making.

BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RDT&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nations potential adversaries are also very interested in our own development of military systems.

- 1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.
- 2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and countertactics. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs [information, personnel, physical and industrial security] was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of indicators, classified or unclassified, that reveal U.S. capabilities or intentions.

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

INDICATORS

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

- 1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and all material available to the public. Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.
- 2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.
- 3. Routinely, detectable activities are harmless; however, when the information revealed is <u>essential</u> to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as indicators and observables.
- a. An indicator is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, OPSEC plans, required operational capabilities, program introductions, mission statements, test evaluations, etc.
- b. An observable is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplined technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions, as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

PROCESS

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific essential information needed by an adversary to develop countermeasures and countertactics, or that which could be crucial in the transfer of technology. The essential information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

- 1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.
- 2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called <u>Essential Elements of Friendly [our] Information or EEFI</u> and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.
- 3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.
- 4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.
- 5. Chronologically identifying all activities involving the essential information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather, than how management plans for it to work.
- 6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.
- 7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.
- 8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.
- 9. Two concepts the OPSEC team should consider when developing countermeasures are:
 - a. Vulnerabilities can often be minimized but rarely eliminated
- b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC; work performed inside workspaces and work performed outside workspaces.

1. <u>Inside</u> workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC inside work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

- 2. Whenever work is performed <u>outside</u> workspaces, or whenever EEFI is released from <u>your</u> workspaces (to other workspaces in or out of your facility) for whatever reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:
 - a. The activity that involves the sensitive information
 - b. The sensitive information that might be exposed
 - c. The threat to that information

1

- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.

"FOR OFFICIAL USE ONLY" INFORMATION

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

Identification Markings. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

Dissemination. Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

Storage. During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

Transmission. "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

Disposition. When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

Unauthorized Disclosure. Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

ATTACHMENT # 6 TO DD-254

				1	. CONTRACT	ID CODE	PAGE O	F PAGES	
AMENDMENT OF SOLICITATION	MODIFICAT					R	1	2	
2. AMENDMENT/MODIFICATION NO. P00008	1 / 6 / / / / A 7 A A / 1 OFF UF					5. PROJECT N	NO. (if applic	able)	
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NAVAIRWARCENWPNS, CODE 21000 1 ADMINSTRATION CIRCLE CHINA LAKE, CA 93555-6100 ATTN: GAYLE CLINE (760)939-8109	OD				GI MPED IN				
B. NAME AND ADDRESS OF CONTRACTO	AR (No. street o	ounty State and	ZIP Code)	(B)	9A. AMEND	MENT OF SOLI	CITATION	NO.	
SVERDRUP TECHNOLOGY, INC P.O. BOX 884 600 WILLIAM NORTHERN BLVD	rr (140., 3836), 0	ouny, outloure			9B. DATED	(SEE ITEM 11)			
TULLAHOMA, TN 37388					<u> </u>				
				×	10A. MODIF	ICATION OF CO	ONTRACI/	JHDER NO.	
						N68936-00-D-0055			
					10B. DATED	(SEE ITEM 13			
CODE	FACILITY CO					01 Oct 2	2000		
11. T	HIS ITEM ONL	Y APPLIES TO	AMENDMENTS	OF SO	LICITATION	ffere.		· · · · · · · · · · · · · · · · · · ·	
The above numbered solicitation is an is extended, is not ex		rtn in item 14. 11	ne nour and date sp	ecileu i	n receipt or o	nicis			
Offers must acknowledge receipt of this am	endment prior to	the hour and dat	e specified in the so	licitation	or as amende	ed, by one of the	following r	nethods:	
offer submitted; or (c) by separate letter ACKNOWLEDGEMENT TO BE RECEIVE SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, the opening hour and date specified.	N OF YOUR OF provided each te	FER. If by virtuelegram or letter	e of this amendme	ent vou d	lesire to char	nge an oπer ain	eady subm	illea, such	
12. ACCOUNTING AND APPROPRIATION Not Applicable	N DATA (If requii	red)							
13 THIS ITEM	APPLIES ON	LY TO MODIFI	CATIONS OF CO	NTRAC	TS/ORDER	S,			
(X) A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN ITEM	D PURSUANT T 1 10A.	O: (Specify auth	ority) THE CHANGE	S SET	FORTH IN ITE				
X B. THE ABOVE NUMBERED CONTROL office, appropriation date, etc.) SET F	ORTH IN ITEM	14, PURSUANT	TO THE AUTHORIT	Y OF F	ATIVE CHAN AR 43.103 (b)	GES (such as ci	hanges in p	aying	
C. THIS SUPPLEMENTAL AGREEM	ENT IS ENTERE	D INTO PURSU	ANT TO AUTHORIT	ry of:					
D. OTHER (Specify type of modificate	on and authority) _.							
E. IMPORTANT:Contractor X is no	t, is requ	ired to sign this	s document and re	eturn	сор	ies to the issui	ng office.		
14. DESCRIPTION OF AMENDMENT/MOD	DIFICATION (Org	ganized by UCF s	section headings, inc	cluding s	olicitation/con	tract subject ma	tter where i	easible.)	
SEE PAGE TWO	FOR DESCRI	PTION OF AME	ENDMENT/MODIF	FICATIO	N				
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The purpose of this modification is to incorporate the award fee determination of \$366,795.35 into the contract to reflect fee earned for contract performance from 30 December 00 through 06 April 01. Full payment of award fee for the 2nd quarter is hereby authorized

a. Accounting and appropriation Data:

The funding applied to the contract is for the purpose of paying Award Fee for QTR 2. (Excluding \$24,352.15 Award Fee for Task Orders 0032, 0506, 0517, 0523 and 0524) wherein payment will be made on the individual task orders.

AB 97X4930.NH2C 000 77777 0 068936 2F 000000 00 1206AA1L 00

JON: R7D00MCAWD0 Funds Type: NWCF Work Completion Date: 9/30/01

Requisition Number: N60530-1206-AA1L

FROM: \$232,044.51 BY: \$342,443.20 TO: \$574,487.71

b. A voucher in the amount of \$342,443.20 may be processed for the payment of Qtr 2 Award Fee.

c. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereforeto changed, remain unchanged and in full force and effect.

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AMENDMENT OF SOLICITATION	N/MODIFICAT	ION OF CONTR	ACT		R	1	<u>a</u> _			
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NAME AND ADDRESS OF CONTRACTO		ounty. State and ZIP			DMENT OF SOLE	CITATION N	0.			
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			TOB. DATE	DATED (SEE ITEM 13) 01 Oct 2000						
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NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to incorporate the 3rd Quarter Award Fee Determination of \$314,858.34 into the contract to reflect fee earned for contract performance from 06 April 2001 through 29 June 2001. Payment of non-AAS award fee in the amount of \$272,941.21 for the 3rd quarter is hereby authorized.

a. Accounting and appropriation Data:

The funding applied to the contract is for the purpose of paying award fee for QTR 3. (Excluding \$41,917.13 award fee for AAS Task Orders 0032, 0506, 0517, 0523, 0524, 0530, and 0533) wherein payment will be made on the individual task orders.

AB 97X4930.NH2C 000 77777 0 068936 2F 000000 00 1206AA1L 00

JON: R7D00MCAWD01 Funds Type: NWCF Work Completion Date: 9/30/01

Requisition Number: N60530-1206-AA1L

FROM: \$574,487.71 BY: \$272,941.21 TO: \$847,428.92

b. A voucher in the amount of \$272,941.21 may be processed for the payment of Qtr 3 Award Fee.

c. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereforeto changed, remain unchanged and in full force and effect.

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TULLAHOMA, TN 37388				x	10A. MODIFICATION OF CONTRACT/ORDER NO.				
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N68936-00-D-0055 Mod No. P00010 Page 2 of 2

The purpose of this modification is to incorporate the 4th Quarter Award Fee Determination of \$307,647.79 into the contract to reflect fee earned for contract performance from 29 June 2001 through 30 Sept. 2001. Payment of non-AAS award fee in the amount of \$273,994.80 for the 4th quarter is hereby authorized.

a. Accounting and appropriation Data:

The funding applied to the contract is for the purpose of paying award fee for QTR 4. (Excluding \$33,652.99 award fee for AAS Task Orders 0032, 0052, 0506, 0517, 0523, 0524, 0530, 0533, and 0535) wherein payment will be made on the individual task orders.

AB 97X4930.NH2C 000 77777 0 068936 2F 000000 00 1206AA1L 00

JON: R7D00MCAWD01 Funds Type: NWCF Funds Expiration Date: 9/30/02

Requisition Number: N60530-1206-AA1L

FROM: \$847,428.92 BY: \$273,994.80 TO: \$1,121,423.72

b. A voucher in the amount of \$273,994.80 may be processed for the payment of Qtr 4 Award Fee.

c. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereforeto changed, remain unchanged and in full force and effect.